

# CITY OF TROY

Request for Proposals

## Environmental Site Investigation and Remedial Plan for the Future Ingalls Park Site



*Harry Tutunjian*  
Mayor



*Sondra A. Little*  
Planning Commissioner

**Submission Due Date: November 6, 2008**

## Introduction

The City of Troy is seeking proposals from qualified consultants to provide engineering services at the former Jack's Junkyard Site (Future Ingalls Park) to determine the contamination source(s), and to identify, evaluate, and select a remedial action that is cost effective and environmentally sound.

This 3.85-acre site, located at the corner of President Street and Ingalls Avenue, is a high priority site owned by the City of Troy. It is situated just south of the Federal Lock, and has 500ft of Hudson River frontage.

The City purchased the property in 2006 and plans to use the land as a public park on the Hudson River for Troy's North Central Neighborhood. The park will provide better access to the Hudson River and will meet some expressed needs in this neighborhood. The park will feature a boat launch, picnic pavilions, comfort station, and playground. Also, the proposed site plan recommends landscaping with native plants and interpretive signs illustrating Troy's rich history.

The site was most recently used as a junkyard for 30+ years. The objective of this project is to transform this site into a usable green space along the Hudson River. The investigation and remediation strategy will be completed so as to satisfy Department of Environmental Conservation (DEC) and Department of Health (DOH) standards for an active recreation area.

Next year marks the Quadricentennial of Henry Hudson's voyage to this area. The City is planning several events to commemorate this historic expedition. For this reason the City of Troy is pursuing an aggressive timeline for the Ingalls Avenue Boat Launch and Park project.

## Scope of Work

### Task 1. Project Initiation

#### 1.1 Contract Preparation

The Technical Committee and selected consultant shall prepare a draft contract to proceed with the work. The contract will contain a detailed work plan with specific end products and deliverables for each stage of the plan, a payment schedule (**payments shall be tied to receipt of products in the work plan**), and a project cost. The contract will specify the professionals from the consulting firm that will be directly involved in the project and the composition of the entire consultant team, including firm name and area of responsibility/expertise.

The draft contract shall be submitted to the Technical Committee for review. A copy of the final contract, incorporating comments on the draft will be provided to all reviewers. The contract shall be between the City of Troy and the selected contractor, consistent with the grant funding requirements and regulations of the funding agencies.

The contract shall be a lump sum contract and will identify specific lumps sum costs and include a detailed work write-up for each task and deliverable. The City may request additional detailed work to be performed for specific work tasks, consistent with federal grant contract requirements. For this purpose, the consultant shall furnish a schedule of hourly rates and reimbursable rates. A proposal bid form is included in the appendix of this document. It is the City's expectation that there will be no charge for this task.

*Product: Executed Contract.*

#### 1.2 Project Scoping

The Technical Committee and the consultant shall hold an initial meeting to review project requirements and site conditions, confirm work and time schedules, and to transfer any information to the consultant that would assist in completion of the project. Topics may include but are not limited to the following:

- Project scope

- Project area and objectives
- Existing relevant information (maps, reports, etc.)
- Responsibilities of the participants (City of Troy, , the consultant)
- Public participation
- Technical committee meetings
- Time frames and deadlines
- Expected Products

*Product: Scoping meeting with appropriate parties. Project Outline completed with note of agreements/understandings reached and distributed. Approved project outline completed and distributed to scoping participants.*

### **1.3 Technical Committee Communication**

The technical committee will meet as needed, and will consist of the consultant and city staff, when possible. The Consultant will prepare for and attend all update meetings for the duration of the project. The Consultant will prepare a draft agenda approximately two (2) days before the progress meeting, revise the agenda as suggested and distribute at meeting. Update meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage sub consultants and/or subcontractors.
- Evaluate the work completed to date

*Product: Coordinate as-needed progress meetings including the distribution of an agenda prior to the meeting and meeting minutes after each meeting.*

### **1.4 Monthly Progress Reports**

The consultant will be responsible for submitting Monthly Reports with appropriate appendices to the City. Monthly Reports will include a brief summary of activities in the past month.

*Product: Submit Monthly Reports.*

## **Task 2. Development of Site Investigation & Remedial Plan**

The purpose of the Site Investigation is to determine the nature and extent of contamination at the Ingalls Avenue site and gather all necessary data to support the Remedial Plan at the site. The consultant will furnish all personnel, materials, and services necessary for, or incidental to, performing the Site Investigation and Remedial Plan at the site.

The response to this Request for Proposal shall outline the approach for completion of the Sampling Plan. The proposed work plan must be consistent with the requirements of the New York State Environmental Conservation Law.

### **2.1 Scoping of Site Investigation and Remedial Alternatives Report**

The consultant will examine available information and develop workplans that describe the type and content of the studies needed to undertake the project. As available information permits, the consultant shall begin to formulate likely remedial alternatives. The workplans and reports should be developed consistent with the guidance provided in DEC TAGM No. DER-97-4058. The consultant shall assemble and evaluate, as appropriate, existing data on the site, including the results of any Phase I Report, Phase II Report, and past records for the site.

After examination of the available information, the consultant shall provide the following:

**2.1a. Work Plans**

The final work plan that describes in detail the scope of the site investigation to be performed on site. The workplan should be drawn up with the end use of a public park in mind. The workplan should include a chart reflecting the number of samples to be collected, matrices (environmental media to be samples), analytical protocols to be used, types of samples including but not limited to test pits, soil borings, groundwater monitoring wells, and surface sampling, and anticipated Quality Assurance/Quality Control (QA/QC) samples to be collected or analyzed.

*Product: Work Plan for scope of Site Investigation and Remedial Alternatives Report.*

**2.1b. Quality Assurance/Quality Control Plan**

An acceptable site-specific QA/QC Plan to be used during this SI/RAR. This plan must clearly state that data will be reported with NYSDEC Analytical Services Protocol Category B deliverables and the laboratory selected will be NYSDOH ELAP CLP certified. CLP must be followed unless otherwise directed by the NYSDEC representative. In the case where a non-CLP method is requested, the protocol to be used must be approved by the NYSDEC Quality Assurance Officer prior to use. Prior to any deviations from the agreed upon protocols, the NYSDEC Quality Assurance Officer must be notified. In addition, the consultant must address the presentation of the reporting and deliverables package. Laboratories must include the completed Sample Preparation and Analysis Summary forms with each data Package Submission. The consultant must make the laboratory aware of this requirement prior to soliciting bids from them. The following requirements should be noted by the consultant and any laboratory working under this contract:

- a) If soil samples are to be collected at the site, background soil samples must be collected and analyzed for the same parameters.
- b) All water samples collected for the analysis of volatile hydrocarbons must be analyzed within 7 days of receipt at the laboratory.
- c) When matrix interferences are identified, cleanup is mandatory.

*Product: Quality Assurance/Quality Control Plan*

**2.1c. Health and Safety Plan**

An acceptable Health and Safety Plan that complies with OSHA requirements, to be utilized during the field activities at the site.

*Product: Health and Safety Plan.*

**2.2a. Site Investigation**

The consultant shall search available information and perform such necessary field investigations to determine the extent to which the release or threat of release poses a threat to human health or the environment and the types of response actions that should be considered.

*Product: Site Investigation and raw data.*

**2.2b Characterization Report**

Such determination shall:

- 1. To the extent practicable, identify and characterize the source;
- 2. Describe the amount, concentration, toxicity, environmental fate and transport (e.g. bioaccumulation, persistence, and mobility), form (e.g. solid, liquid), and other significant characteristics of the substance(s) present;
- 3. Identify waste mixtures, the media of occurrence, and interface zones between media;
- 4. Define hydrogeological factors (e.g. soil permeability, depth to saturated zone, hydrologic gradients, proximity to a drinking water aquifer, and floodplains and wetlands proximity);

5. Compile climatological data;
6. Identify routes of exposure and population(s) and environmental concerns at risk;
7. Define the extent to which the substances have migrated or are expected to migrate from the area of their original location, or from their new location if they have relocated, and whether future migration may pose a threat to human health or the environment;
8. Evaluate the extent to which natural or man-made barriers currently contain the substances;
9. Qualitatively describe the sites contribution to an air, land, or water contamination problem;
10. Identify surface water classifications and existing use designations;
11. Describe groundwater characteristics and current and potential groundwater use;
12. Determine the extent to which contamination levels exceed applicable and relevant standards or criteria, or otherwise pose an unacceptable risk to public health and the environment;
13. Determine waste and soil characteristics that affect the type of treatment possible (e.g. heating value, pH, solid content, particle size, viscosity, metal content, halogen content);
14. Determine the extent to which substances at the site may be reused or recycled;
15. Describe the potential for future releases of any substances or treatment residuals that might remain after remedial action;
16. Discuss other appropriate factors.

The Site Characterization shall provide sufficient information to allow for the identification of potentially feasible remedial alternatives.

The consultant shall identify the Standards, Criteria, and Guidelines (SCGs) and list the probable SCGs in the draft SI report. In the identification, the consultant will identify Federal and State criteria, advisories, and guidances that are applicable to the hazardous substances. The Site Investigations shall determine the extent to which SCGs have been exceeded or contravened. In reviewing the draft SI report, the State shall verify that all its SCGs appropriate for this site have been identified.

*Product: Site Investigation report with necessary maps and graphics.*

#### **2.2c. Exposure Assessment**

The data collected in the Site Investigation shall be sufficient to perform an Exposure Assessment. The consultant shall prepare a scope of work for and perform the Exposure Assessment.

*Product: Exposure Assessment report.*

#### **2.3a Development of Alternatives**

The development of remedial alternatives shall explore the most cost effective removal action given the end use of a public park. The consultant shall incorporate features of the park into the remediation strategy as possible to minimize costs and mesh the park construction and remediation phases. Park features that could be assessed include but are not limited to berms, location of parking, buildings, etc. The consultant shall work with the City to find a creative, tailored remediation solution.

The consultant will identify potential remedial action alternatives that may be used to clean up the site. At a minimum, one alternative that meets all SCGs and the no action alternative shall be carried through the initial screen to the detailed analysis. At the completion of this step, the consultant shall meet with the City of Troy to discuss the alternatives that should be developed and evaluated in the Remedial Alternatives Report (RAR).

*Product: Narrative identifying remedial action alternatives.*

#### **2.3b Detailed Analysis of Alternatives (Remedial Plan)**

A detailed evaluation will be conducted on the limited number of alternatives that remain after the development of alternatives described in 2.3a. The consultant will assemble and use information necessary to evaluate each alternative including Federal and State SCGs and other criteria, and

guidance related to proposed actions that are to be used in the analysis and selection of a remedy. The detailed evaluation begins with an examination of each alternative against the following criteria:

1. Protection of Human Health and Environment
  - Post-remediation use
  - Post-remediation exposure
  - Post-remediation health and environmental risk
2. Compliance with SCGs
  - Chemical specific SCGs
  - Action specific SCGs
  - Location specific SCGs
  - SCGs waiver criteria
3. Implementability
  - Ability to construct technology
  - Reliability of technology
  - Schedule of delays due to technical problems
  - Need for additional remedy
  - Services and materials
  - Coordination with other agencies
4. Reduction of Toxicity, Mobility or Volume
  - Reduction in volume/toxicity
  - Reduction in mobility
  - Reversibility of destruction or treatment of hazardous waste
5. Short-term Effectiveness
  - Protection of community during remedial actions
  - Environmental impacts
  - Time to implement the remedy
6. Long-term Effectiveness
  - Permanence of the remedial alternative
  - Lifetime of remedial action
  - Post remediation waste/residue characterization
  - Adequacy and reliability of controls
7. Cost
  - Capital costs
  - Operation and maintenance cost
  - Future capital costs
  - Cost of future land use
  - Present worth value
  - Discount rate

The alternatives will then be compared to each other using the evaluation factors described above. Among the key comparisons that must be made is an examination of the relationship between protectiveness and costs of remedial alternatives providing similar levels of protection. At the completion of this phase, the consultant will formulate a preferred alternative or approach to present.

*Product: Remedial Plan including examination of alternatives against above criteria and against each other.*

## **Project Scheduling and Reporting**

The approach outlined in the above breakdown of Tasks and Subtasks shall be addressed in the Response to this Request for Proposals. A project schedule shall be prepared identifying key milestones in order to monitor progress. Specific deadlines for completion of Tasks and Subtasks shall be set throughout the contract schedule to ensure timely completion of the work. Key milestones may be altered only upon written approval by the City of Troy. Review of any request to reschedule major milestones shall be made by the City of Troy only upon the consultant's written request and proper justification. Reporting of these key milestones shall be incorporated, as appropriate, into the Tasks and Subtasks described above.

The detailed project schedule and the amount of time needed to achieve key milestones shall be provided in the proposal for this project. At a minimum, key milestone designations shall be defined as follows:

Milestone 1	Sampling Plan, Quality Assurance/Quality Control Plan, and the Health Plan.
Milestone 2	Submission of the first phase Site investigation raw data, including interpretation of the data.
Milestone 3	Site Investigation Report
Milestone 4	Remedial Alternatives Report

Applicants should use the following dates as approximate target dates:

Proposal due	<b>November 6, 2008</b>
Consultant Interviews (if needed)	November 12, 2008
Selection Committee Chooses Consultant	November 19, 2008
Task 1.1: Contract Preparation and Execution	December 1, 2008
Project Scoping Session	December 11, 2008
Completion Date	April 30, 2009

### **Form of Proposal**

Respondents should prepare concise but thorough proposals that demonstrate a clear understanding of the issues associated with this project. Firms wishing to be considered should submit five (5) copies of their proposal to the address below. The respondents shall assemble their proposals in the order stated below to help the selection committee review proposals in an efficient manner.

- Letter of interest that demonstrates an understanding of the project issues and desired project results .
- Lump Sum Proposal Form to be signed, Non-Collusive Bidding Certification to be signed.
- Description of the firm's qualifications and areas of particular expertise. Also include a list of relevant projects.
- A scope of work for technical activities associated with the project. This will include, at a minimum, the tasks outlined above (any tasks added to the scope shall have a listing in the Lump Sum Proposal Form).
- A Gantt chart that estimates completion dates of the tasks outlined in the scope of work with milestones.
- An organizational chart indicating key employees to be involved in the project.
- Three project references. Briefly describe each and provide project scope and budget.

### **Additional Requirements**

#### **A. Subcontractors**

All subcontractors recommended by the successful proposer will be subject to the prior approval of the City of Troy before award of the subcontract. As prime contractor, the successful proposer will be required to perform a minimum of 50% of the consulting services level of effort.

#### **B. Use of Laboratories**

Any laboratory used for sample analysis for the site must be technically acceptable to DEC (NYSDOH ELAP certified) and pass both a proficiency samples evaluation and on-site audit. The laboratory must remain acceptable to the DEC throughout the duration of the contract. Lab data deliverables must be DEC ASP Category B, unless otherwise approved by DEC.

#### **C. Minority and Women's Business Enterprise/Equal Employment Opportunity Requirements**

The successful proposer will be required to make good-faith efforts to subcontract at least 6.0 percent and 6.0 percent of the total contract price to NYS certified Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE), respectively.

**D. Cost Accounting**

The Consultant will be required to practice strict cost accounting procedures. Both the total cost and the costs associated with each task and subtask must be compiled on a monthly basis and submitted with each payment request. A payment request outline will be provided by the city.

**F. Key Staff**

The selection and retention of a consultant will be contingent upon the availability of the proposed key staff, unless substitutes are approved by the City of Troy during negotiations. The top-ranked firms may be requested to prepare and give oral presentations before the City of Troy selection committee.

**G. Fee Retention**

The city will retain 10% of the consultant's fees until completion of the project based on the product deliverables and as decided by the City of Troy.

**Consultant Selection**

The Technical Committee shall review all proposals received as a result of the RFP. The consultant selected is subject to approval by the Technical Committee.

The following criteria will be used to select the consultant(s):

- Qualifications and relevant experience with respect to the tasks to be performed; (40 points)
- Quality and completeness of the proposed work program; (20 points)
- Cost effectiveness of work program; (20 points)
- Ability to complete all project tasks in allotted time; (10 points)
- Firm located within the Capital District. (10 points)

Incomplete proposals that do not address all of the project components will not be accepted for review and consideration.

All respondents will be notified of the selection as soon as possible after the submission deadline. The City may conduct interviews with one or more proposers. The City reserves the right to reject all proposals.

Successful bidder to furnish insurance certification at the time of contract execution that holds the City of Troy harmless during the contract period.

**Information, Submission and Deadline**

Five (5) copies of the proposal must be submitted by 4:00 p.m. prevailing time on November 6, 2008.

**For More Information Contact:**

Richard Craig	Andrea Poley
Structural Engineering Technician	Assistant Planner
Engineering Department	Planning Department
One Monument Square	One Monument Square
Troy, NY 12180	Troy, NY 12180
Rich.craig@troyny.gov	andrea.poley@troyny.gov

**Submit Proposals to:**

Michael L. DiNova  
Chief Account Clerk  
Comptrollers Office  
One Monument Square  
Troy, NY 12180  
[Mike.DiNova@TroyNY.gov](mailto:Mike.DiNova@TroyNY.gov)



## **Background**

### **Brief History of Troy**

The City of Troy is located along the eastern shore of the Hudson River in Rensselaer County. Shoehorned into a narrow strip of land between the Hudson River and steep wooded hills, the city of Troy is approximately 10 miles northeast of Albany. The 200-year old city is known as a center of education with Rensselaer Polytechnic Institute, the Russell Sage College, and Hudson Valley Community College, all located in Troy.

The City of Troy's primary natural asset is the Hudson River. At 7.5 miles, Troy has more linear frontage on the Hudson River than any community in the Capital District. With its advantageous location for water-borne freight transport in the 1800s, Troy became the industrial center of the region. Its economic role within the Capital District has evolved over the course of the past century. Troy served an important role in the manufacture of iron products and the garment and textile industries in the 1800s.

In the late 1960s, when interstate highways were constructed and other auto-oriented infrastructure projects made the suburbs and other regions of the country more attractive for manufacturing, commercial and residential interests, the inner-cities of the Capital District began a steady economic decline which has continued to date. Troy's regional economic function has changed since this crisis and will need to continue to change. Troy is now becoming an office, distribution and educational/ cultural center, with some of the most exciting cultural assets in the Capital District located in Troy, not the heavy industry and manufacturing center it once was. The seat of county government and the home of many county human service agencies, Troy has also taken on an important role as a center of government, as several state agencies have recently relocated offices to Troy. Additionally, the presence of Rensselaer Polytechnic Institute has made Troy the leader in high technology research in the Capital District, which has contributed to the city's economic identity.

### **North Central**

The North-Central Neighborhood's boundary is formed by 101<sup>st</sup> St. to the North and Federal Street in the south. The easterly boundary is generally considered 8<sup>th</sup> St. Formerly the northernmost portion of the original city of Troy, this area was once the home to numerous prosperous resource demanding mills, warehouses and heavy industry that utilized water power from the Hudson River dam, river transportation afforded by the riverfront location and rail access provided by the Boston & Maine Railroad. By the early 1900's, the economic character of the area began to change as the iron and textile industries moved west and southward and labor become increasing mobile. As industry pulled away from the waterfront, the area ceased to be a vital marketplace. In fact the hydraulic dam, which provided power to the area was backfilled with demolished buildings and rubble.

Today, the North-Central riverfront area accommodates a mix of residential, light industry and limited commercial uses. Cut off from the city in the 1970's by the Hoosick St./Rt.7 Bridge, which also resulted in considerable demolition, the neighborhood has a high incidence of code violations and abandonment. Most of the area between the Hudson River and River Street is occupied by the former dam area, a former junk yard, several auto repair and supply stores, a former manufactured gas production and vacant land that was used to store printing oils, oil and coal for surrounding businesses.

Based on a preliminary review the North-Central Neighborhood contains numerous potential Brownfield sites ranging in size and scale of a corner filling station to the significantly larger former manufactured gas plant. The main bulk of Brownfield sites, evidenced by a preliminary survey of Sanborn maps, are concentrated along a stretch of River Street, North 1<sup>st</sup> St. and President St.

### **Jack's Junkyard**

The site to be investigated is a former junkyard along the Hudson River. In the 1800's the western and southern portions of the site were underwater as part of the Hudson River. In the early 1900's the land was filled in and the property was host to a few building including a tavern and auto repair. The site was a junkyard from the 1970's to 2006 and is now clear of debris except the remains of an office building with

basement and a concrete slab over most of the site. It is located approx. 1000ft south of the federal lock and runs the majority of the block between Ingalls Avenue and Douw Street. A site plan of the proposed boat launch with a schematic plan for the park is available on the City's website at, <http://www.troyny.gov/projects/ingallsavepark.html>

### **Ingalls Avenue Boat Launch**

The Ingalls Avenue street end adjacent to the site currently has an active boat launch that needs substantial improvements. Plans have been drawn to improve the launch and a permit application has been submitted to the Army Corp of Engineers. The City has a grant from the DEC Hudson River Estuary Program to complete environmental testing of the sediment to be removed in the River to accommodate the boat launch. This testing is currently underway and will be completed by October '08.

### **Smith Avenue former MGP site**

National Grid, under consent order with NYS DEC, is responsible for remediation of a National Grid owned site at Smith Avenue, the Army Corp of Engineers site to the north, and the Ingalls Avenue Boat launch site two blocks to the south. These sites have been grouped as one project and have been separated into operable units. The sites were contaminated with coal tar by a former manufacturing gas plant. The National Grid site and the Army Corp site are currently in remedial design phase. The plan involves removal of shallow soil, installation of a subsurface sheet pile barrier wall, and a surface cap. It also requires an Institutional Control limiting the use to commercial or industrial. The Ingalls Avenue boat launch site is considered Operable Unit 2 and is being considered separately. Niagara Mohawk completed an Interim Remedial Measure (IRM) in 1999 to remove all surface MGP wastes. DEC has ordered that as hot spots are found in the construction of the Boat Launch, National Grid will be required to remove them.

### **BOA North Central**

The primary objective of this planning project is to complete a Pre-Nomination Study for the DOS Brownfield Opportunity Areas (BOA) program. Pre-Nomination study is the first step in a three-step process to obtain BOA designation for a neighborhood. The Pre-Nomination Study will be a broad analysis of a 400-acre area of North Troy from 108<sup>th</sup> Street south to the Green Island Bridge. The main goals of the study are to define the area encompassing the BOA, establish objectives for future redevelopment, and inventory the brownfield sites within the study area. The resulting BOA designation will not only provide a structured redevelopment plan, but will also present increased opportunities for funding and loans that may help the City implement the plan within the designated neighborhood(s).

### **Design Memorandum (Project Design) Boat Launching Ramp**

The Army Corp of Engineers outlined a plan to construct a boat launch parallel to the shoreline at the foot of Ingalls Avenue in 1976. This design is the model for the current plan and contains great detail on the engineering of the project.

### **Nature Conservancy Report – A Plan for a Public Park on the Hudson River In Troy's North-Central Neighborhood**

This report, completed by Kieley Michasiow and Donald Snell, in 2002, outlined a plan for a park between Middleburgh Street and Ingalls Avenue and gave the history of the area. The park concept, though shifted one block to the north, is still valid and the report contains valuable information about the area and evolution of the project. Portions of the report are available on the project website.

## LUMP SUM PROPOSAL FORM

### Index

Proposal Form

Proposal Bid Form, Lump Sum

Non-Collusive Bidding Certification

TO: CITY OF TROY  
PURCHASING AGENT  
MONUMENT SQUARE  
TROY, NEW YORK 12180

FROM: \_\_\_\_\_  
(Name of Bidder) (Date Bid Submitted)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bidder will sign the Agreement and submit the Contract Security and other documents within 10 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____

(Receipt of all which is hereby acknowledged) and also copies of the Instructions to Bidders;

3.2 The BIDDER has visited and examined the site of the work and has carefully examined the Contract Documents, and will execute the Contract and perform all its items, covenants, and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools, equipment, transportation and miscellaneous necessary or required for this project, all in strict conformity with the Contract Documents and in accordance with the prices entered by the Bidder on the attached proposal form.

3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over OWNER.

3.5 No officer or employee or person whose salary is payable in whole or in part from the City treasury is directly or indirectly interested in this bid, or in its supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

3.7 The consultant shall furnish a rate schedule of hourly rates of each member of the consultant team and any subconsultants.

3.8 The City of Troy reserves the right to extend the Unit Prices in these contracts to any and all additional projects within the boundaries of the City of Troy without limit at no additional costs to the City for mobilization, effective throughout the current Construction Season.

3.9 Consultant will be paid upon completion of each task. Each bill should contain detailed verbiage explaining the activities performed and product delivered.

Site Investigation/Remedial Alternatives Report, for the Ingalls Park Site  
**Lump Sum Contract**  
**Cost per Task**

<b>TASK</b>	<b>TITLE</b>	<b>PRODUCT</b>	<b>COST</b>	<b>COMPLETION DATE</b>
Task 1.1	Contract Preparation	<i>Executed Contract</i>	\$0	
Task 1.2	Project Scoping	<i>Scoping meeting with appropriate parties. Project Outline completed with note of agreements/understandings reached</i>		
Task 1.3	Technical Committee Communication	<i>Coordinate monthly progress meetings including the distribution of an agenda prior to the meeting and meeting minutes after each meeting.</i>		
Task 1.4	Monthly Reports	<i>Submit brief Monthly Reports.</i>		
Task 2.1a	Work Plan	<i>Work Plan for scope of Site Investigation.</i>		
Task 2.1b	Quality Assurance/ Quality Control Plan	<i>Site Specific Quality Assurance Project Plan.</i>		
Task 2.1c	Health and Safety Plan	<i>Health and Safety Plan</i>		
Task 2.2a	Site Investigation	<i>Field investigation and raw data</i>		
Task 2.2b	Characterization Report	<i>Site Investigation report with necessary maps and graphics.</i>		
Task 2.2c	Exposure Assessment	<i>Scope of Work for Exposure Assessment. Exposure Assessment report.</i>		
Task 2.3a	Development of Alternatives	<i>Narrative identifying remedial action alternatives.</i>		
Task 2.3b	Detailed Analysis of Alternatives (Remedial Plan)	<i>Remedial Plan including examination of alternatives against above criteria and against each other.</i>		
<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>		

Gross Amount of Bid for Contract: \_\_\_\_\_

(Figures)

\_\_\_\_\_ Dollars

(Words)

and \_\_\_\_\_ Cents.

(Words)

## NON-COLLUSIVE BIDDING CERTIFICATION

1. Every bid herein made to the City of Troy, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where a. 2 and 3 above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where a 1, 2 and 3 above have not been met, shall any award be made unless the head of the purchasing unit of the City of Troy to which the bid is made, or the designed determines that such disclosures was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publication of new or revised price lists of such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a)

2. Any bid hereafter made to the City of Troy, or official thereof, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to herein shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

_____	_____
DATED	LEGAL NAME: PERSON, FIRM OR CORPORATION
(CORPORATE)	BY _____
SEAL	(SIGNATURE) (TITLE)
	_____
	SIGNATORY NAME (PLEASE PRINT OR TYPE)